



STATE OF DELAWARE
PUBLIC EMPLOYMENT RELATIONS BOARD
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August 28, 1990

James D. Griffin, Esq.
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P. O. Box 612
Georgetown, DE 19947

Re: Cape Henlopen Education Assn. v. Bd. of Education
U.L.P. No. 90-01-047

Dear Mr. Griffin:

Having conscientiously reviewed the entire record in the above-cited case, we have concluded, unanimously, that the issue of whether Mr. Schroeder was properly dismissed as a football coach is indeed arbitrable pursuant to the terms of the collective bargaining agreement.

Two considerations in particular have led us to this finding.


First, the agreement, as the Association has pointed out, does cover professional employees in all aspects of their employment. In particular, to ignore the language of Article IV, Paragraph 4.2 with its express coverage of special duty pay provisions and the contractual establishment of salary supplements to be paid bargaining unit members who fill such positions would constitute an unwarranted disregarding of negotiated language which is clear and unambiguous.


Second, we fully agree with a statement in the Executive Director's decision of May 22, 1990 (pp. 516-517) that builds upon the United States Supreme Court's landmark Warrior and Gulf declaration that in "the absence of


any express provision excluding a particular grievance from arbitration ... only the most forceful evidence of a purpose to exclude the claim from arbitration can prevail":

"There is no express provision excluding from (the grievance procedure negotiated by the parties here) the substantive issue of Mr. Schroeder's status as football coach. Nor is there other compelling evidence upon which to exclude the claim from arbitration. To the contrary, all of the contractual criteria necessary to constitute a valid grievance are met. As a science teacher, Mr. Schroeder qualifies as a professional employee of the Cape Henlopen Board of Education. His claim concerns an 'alleged violation, misinterpretation, inequitable application, or misapplication of a term of the Agreement.'"

The May 22, 1990 decision of the Executive Director is, accordingly, affirmed in its entirety.


Arthur A. Sloane, Member
Delaware Public Employment
Relations Board


R. Robert Currie, Member
Delaware Public Employment
Relations Board


Henry E. Kressman, Member
Delaware Public Employment
Relations Board

cc: C. Long, Jr., PERB
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